

1 TRINETTE G. KENT (State Bar No. 025180)  
2 KENT LAW OFFICES  
10645 North Tatum Blvd., Suite 200-192  
3 Phoenix, AZ 85028  
4 Telephone: (480) 247-9644  
Facsimile: (480) 717-4781  
5 E-mail: tkent@kentlawpc.com

6  
7 Of Counsel to:  
Michigan Consumer Credit Lawyers  
8 22142 West Nine Mile Road  
Southfield, MI 48033  
9 Telephone: (248) 353-2882  
10 Facsimile: (248) 353-4840

11 *Attorneys for Plaintiff,*  
12 *David Barton,*

13  
14 IN THE UNITED STATES DISTRICT COURT  
15 FOR THE DISTRICT OF ARIZONA

16 David Barton,

17 Plaintiff,

18  
19 vs.

20 Experian Information Solutions, Inc.,  
21 an Ohio corporation,  
22 Equifax Information Services, LLC,  
23 a Georgia corporation, and  
Gateway One Lending & Finance, LLC, a  
foreign L.L.C.

24 Defendants.  
25  
26  
27  
28

Case No.: 2:16-cv-00655-ESW  
Magistrate Judge: Eileen S. Willet

**FIRST AMENDED COMPLAINT**

**JURY TRIAL DEMAND**

1 NOW COME THE PLAINTIFF, DAVID BARTON, BY AND THROUGH  
2 COUNSEL, TRINETTE G. KENT, and for his First Amended Complaint against the  
3 Defendants, pleads as follows:  
4

5 **JURISDICTION**

- 6  
7 1. Jurisdiction of this court arises under 15 U.S.C. §1681p.  
8 2. This is an action brought by a consumer for violation of the Fair Credit  
9 Reporting Act (15 U.S.C. §1681 et. seq [hereinafter “FCRA”]).  
10

11 **VENUE**

- 12  
13 3. The transactions and occurrences which give rise to this action occurred in the  
14 City of Scottsdale, Maricopa County, Arizona.  
15 4. Venue is proper in the District of Arizona, Phoenix Division.  
16

17 **PARTIES**

- 18  
19 5. The Defendants to this lawsuit are:  
20 a. Experian Information Solutions, Inc. (“Experian”), which is an Ohio  
21 company that maintains a registered agent in Maricopa County, Arizona;  
22  
23 b. Gateway One Lending & Finance, LLC, (“Gateway One Lending”),  
24 which is a Delaware company that maintains a registered agent in  
25 Maricopa County, Arizona; and  
26  
27  
28

1 c. Equifax Information Services, LLC, (“Equifax”) which is a Georgia  
2 corporation that maintains a registered agent in Maricopa County,  
3 Arizona.  
4

5 **GENERAL ALLEGATIONS**  
6

- 7 6. Gateway One Lending is reporting its trade line with account number:  
8 2014035058.... (“Errant Trade Line”) with multiple charge offs on Plaintiff’s  
9 Experian and Equifax credit files.  
10  
11 7. On or about January 31, 2016, Mr. Barton obtained his credit files and noticed  
12 the multiple charge offs on the Errant Trade Line.  
13  
14 8. The multiple charge offs convey to any user or prospective of Mr. Barton’s  
15 credit reports that, not only did a charge off incur on a particular date, but for  
16 several months thereafter. These repetitive charge off notations are far more  
17 punitive and misleading than informative.  
18  
19 9. These multiple charge offs are inaccurate in that they inaccurately reflect the  
20 account as having been charged off multiple times.  
21  
22 10. On or about February 17, 2016, Mr. Barton submitted letters to Experian, and  
23 Equifax disputing the multiple charge offs on the Errant Trade Line.  
24  
25 11. Upon information and belief, Experian and Equifax transmitted Mr. Barton’s  
26 consumer dispute to Gateway One Lending.  
27  
28

1 12. On or about February 22, 2016, Mr. Barton received a correspondence from  
2 Experian. The first correspondence stated that it already processed the dispute  
3 and pursuant to Section 611(a)(3)(A) of the FCRA, it would not reinvestigate  
4 the matter.  
5

6 13. However, on or about this same date of February 22, 2016, Mr. Barton received  
7 Experian's investigation results which showed that Gateway One Lending  
8 retained the multiple charge offs on its Errant Trade Line.  
9

10 14. On or about March 4, 2016, Mr. Barton received Equifax's investigation results  
11 which showed that Gateway One Lending retained the multiple charge offs on  
12 its Errant Trade Line.  
13

14 15. Mr. Barton has never sent a dispute letter to the credit bureaus regarding this  
15 multiple charge off issue.  
16  
17  
18

19 **COUNT I**

20 **NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT**  
21 **BY GATEWAY ONE LENDING**

22 16. Plaintiff realleges the above paragraphs as if recited verbatim.  
23

24 17. After being informed by Experian and Equifax of Mr. Barton's consumer  
25 dispute of the multiple charge offs on the Errant Trade Line, Gateway One  
26 Lending negligently failed to conduct a proper investigation of Mr. Barton's  
27 dispute as required by 15 USC 1681s-2(b).  
28

1 18. Gateway One Lending negligently failed to review all relevant information  
2 available to it and provided by Experian and Equifax in conducting its  
3 reinvestigation as required by 15 USC 1681s-2(b). Specifically, it failed to  
4 direct Experian and Equifax to remove the multiple charge offs on the Errant  
5 Trade Line.  
6  
7

8 19. The Errant Trade Line is inaccurate and creating a misleading impression on  
9 Mr. Barton's consumer credit files with Experian and Equifax to which it is  
10 reporting such trade line.  
11

12 20. As a direct and proximate cause of Gateway One Lending's negligent failure to  
13 perform its duties under the FCRA, Mr. Barton has suffered damages, mental  
14 anguish, suffering, humiliation and embarrassment.  
15

16 21. Gateway One Lending is liable to Mr. Barton by reason of its violations of the  
17 FCRA in an amount to be determined by the trier of fact together with reasonable  
18 attorneys' fees pursuant to 15 USC 1681o.  
19

20 22. Mr. Barton has a private right of action to assert claims against Gateway One  
21 Lending arising under 15 USC 1681s-2(b).  
22

23 **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment  
24 against the Defendant Gateway One Lending for damages, costs, interest and  
25 attorneys' fees.  
26  
27  
28

**COUNT II**

**WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT BY  
GATEWAY ONE LENDING**

23. Plaintiff realleges the above paragraphs as if recited verbatim.

24. After being informed by Experian and Equifax that Mr. Barton disputed the accuracy of the information it was providing, Gateway One Lending willfully failed to conduct a proper reinvestigation of Mr. Barton's dispute.

25. Gateway One Lending willfully failed to review all relevant information available to it and provided by Experian and Equifax as required by 15 USC 1681s-2(b).

26. As a direct and proximate cause of Gateway One Lending's willful failure to perform its duties under the FCRA, Mr. Barton has suffered damages, mental anguish, suffering, humiliation and embarrassment.

27. Gateway One Lending is liable to Mr. Barton for either statutory damages or actual damages he has sustained by reason of its violations of the FCRA in an amount to be determined by the trier of fact, together with an award of punitive damages in the amount to be determined by the trier of fact, as well as for reasonable attorneys' fees and he may recover therefore pursuant to 15 USC 1681n.

1       **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment  
2  
3 against the Defendant Gateway One Lending for the greater of statutory or actual  
4 damages, plus punitive damages, along with costs, interest and attorneys' fees.

5  
6                               **COUNT III**

7       **NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT**  
8       **BY EXPERIAN**

9       28.Plaintiff realleges the above paragraphs as if recited verbatim.

10       29.Defendant Experian prepared, compiled, issued, assembled, transferred,  
11       published, and otherwise reproduced consumer reports regarding Mr. Barton as  
12       that term is defined in 15 USC 1681a.

13  
14       30.Such reports contained information about Mr. Barton that was false, misleading,  
15       and inaccurate.

16  
17       31.Experian negligently failed to maintain and/or follow reasonable procedures to  
18       assure maximum possible accuracy of the information it reported to one or  
19       more third parties pertaining to Mr. Barton, in violation of 15 USC 1681e(b).

20  
21       32. After receiving Mr. Barton's consumer dispute to the Errant Trade Line,  
22       Experian negligently failed to conduct a reasonable reinvestigation as required  
23       by 15 U.S.C. 1681i.

24  
25       33.As a direct and proximate cause of Experian's negligent failure to perform its  
26       duties under the FCRA, Mr. Barton has suffered actual damages, mental  
27       anguish and suffering, humiliation, and embarrassment.  
28

1 34.Experian is liable to Mr. Barton by reason of its violation of the FCRA in an  
2 amount to be determined by the trier fact together with his reasonable attorneys'  
3 fees pursuant to 15 USC 1681o.  
4

5 **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment  
6 against Experian for actual damages, costs, interest, and attorneys' fees.  
7

8 **COUNT IV**

9 **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT**  
10 **BY EXPERIAN**

11 35.Plaintiff realleges the above paragraphs as if recited verbatim.

12 36.Defendant Experian prepared, compiled, issued, assembled, transferred,  
13 published, and otherwise reproduced consumer reports regarding Mr. Barton as  
14 that term is defined in 15 USC 1681a.  
15

16 37.Such reports contained information about Mr. Barton that was false, misleading,  
17 and inaccurate.  
18

19 38.Experian willfully failed to maintain and/or follow reasonable procedures to  
20 assure maximum possible accuracy of the information that it reported to one or  
21 more third parties pertaining to Mr. Barton, in violation of 15 USC 1681e(b).  
22

23 39. After receiving Mr. Barton's consumer dispute to the Errant Trade Line,  
24 Experian willfully failed to conduct a reasonable reinvestigation as required by  
25 15 U.S.C. 1681i.  
26  
27  
28



1 40. As a direct and proximate cause of Experian's willful failure to perform its  
2 duties under the FCRA, Mr. Barton has suffered actual damages, mental  
3 anguish and suffering, humiliation, and embarrassment.  
4

5 41. Experian is liable to Mr. Barton by reason of its violations of the FCRA in an  
6 amount to be determined by the trier of fact together with his reasonable  
7 attorneys' fees pursuant to 15 USC 1681n.  
8  
9

10 **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment  
11 against Experian for the greater of statutory or actual damages, plus punitive damages,  
12 along with costs, interest, and attorneys' fees.  
13  
14

15 **COUNT V**

16 **NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT**  
17 **BY EQUIFAX**  
18

19 42. Plaintiff realleges the above paragraphs as if recited verbatim.

20 43. Defendant Equifax prepared, compiled, issued, assembled, transferred,  
21 published, and otherwise reproduced consumer reports regarding Mr. Barton as  
22 that term is defined in 15 USC 1681a.  
23

24 44. Such reports contained information about Mr. Barton that was false, misleading,  
25 and inaccurate.  
26  
27  
28

1 45. Equifax negligently failed to maintain and/or follow reasonable procedures to  
2 assure maximum possible accuracy of the information it reported to one or  
3 more third parties pertaining to Mr. Barton, in violation of 15 USC 1681e(b).  
4

5 46. After receiving Mr. Barton's consumer dispute to the Errant Trade Line,  
6 Equifax negligently failed to conduct a reasonable reinvestigation as required  
7 by 15 U.S.C. 1681i.  
8

9 47. As a direct and proximate cause of Equifax's negligent failure to perform its  
10 duties under the FCRA, Mr. Barton has suffered actual damages, mental  
11 anguish and suffering, humiliation, and embarrassment.  
12

13 48. Equifax is liable to Mr. Barton by reason of its violation of the FCRA in an  
14 amount to be determined by the trier of fact together with his reasonable attorneys'  
15 fees pursuant to 15 USC 1681o.  
16

17 **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment  
18 against Equifax for actual damages, costs, interest, and attorneys' fees.  
19

20 **COUNT VI**

21 **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT**  
22 **BY EQUIFAX**  
23

24 49. Plaintiff realleges the above paragraphs as if recited verbatim.

25 50. Defendant Equifax prepared, compiled, issued, assembled, transferred,  
26 published, and otherwise reproduced consumer reports regarding Mr. Barton as  
27 that term is defined in 15 USC 1681a.  
28

1 51. Such reports contained information about Mr. Barton that was false, misleading,  
2 and inaccurate.

3  
4 52. Equifax willfully failed to maintain and/or follow reasonable procedures to  
5 assure maximum possible accuracy of the information that it reported to one or  
6 more third parties pertaining to Mr. Barton, in violation of 15 USC 1681e(b).

7  
8 53. After receiving Mr. Barton's consumer dispute to the Errant Trade Line,  
9 Equifax willfully failed to conduct a reasonable reinvestigation as required by  
10 15 U.S.C. 1681i.

11  
12 54. As a direct and proximate cause of Equifax's willful failure to perform its duties  
13 under the FCRA, Mr. Barton has suffered actual damages, mental anguish and  
14 suffering, humiliation, and embarrassment.

15  
16 55. Equifax is liable to Mr. Barton by reason of its violations of the FCRA in an  
17 amount to be determined by the trier of fact together with his reasonable  
18 attorneys' fees pursuant to 15 USC 1681n.

19  
20  
21  
22 **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment  
23 against Equifax for the greater of statutory or actual damages, plus punitive damages,  
24 along with costs, interest, and attorneys' fees.

25  
26  
27 **JURY DEMAND**  
28

1 Plaintiff hereby demands a trial by Jury.  
2  
3

4 DATED: March 10, 2016  
5

KENT LAW OFFICES  
6  
7

8 By: /s/ Trinette G. Kent  
9 Trinette G. Kent  
10 Attorneys for Plaintiffs,  
11 David Barton  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28